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 a registration, the signature sheets and
 the endorsement sheets attached with
 the documents are part of this document

122/18

District Sub-Registrar,
 Registrar U/S 7(2) of
 Registration Act 1908
 Alkore, South 24 Parganas
 27 APR 2018

15/6/18

THIS AGREEMENT FOR DEVELOPMENT made this 27th day of April
 TWO THOUSAND EIGHTEEN BETWEEN **STARLITE INFRACON PVT.**
LTD., (PAN NO. AASC55496D) (CIN NO. U45400WB2013PTC189703), a
 company Incorporated under the Companies Act, 1956 and having its
 Registered Office at No. 116/1/1, Mahatama Gandhi Road, Kolkata - 700
 007, P. S. Jorasanko, being represented by its Director Mr. Mudit

08113

26 APR 2018

Sl. No. 8113 Date
Name
Add.
AMT. 5000

T. C. Ray & Co.
Soli. & Adv.
6, old Post office st.
Kolkata - 1

Morse

Verno-1187

STARLITE INFRACON PVT. LTD.

Morse
Authorised Signatory
DIRECTOR



SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1

Verno-1188

For Panchmukhi Promoters Private Limited

Sudip Paul
Director

District Sub-Registrar,
Registrar (S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

27 APR 2018

~~Signature~~
Po. S. Ch. Chandra
82, K.S. Roy Rd.
Kolkata - 1

Poddar, (PAN NO. AEKPP0088D) son of Manoj Kumar Poddar, working for gain and/or carrying on business at or from the aforesaid address and duly empowered and authorised on that behalf hereinafter referred to as "**FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the **ONE PART AND PANCHMUKHI PROMOTERS PVT. LTD.** (PAN NO.AADCP9837E) (CIN NO. U10101WB2006PTC11107) a company incorporated under the Companies Act, 1956 and having its registered office at New Town Square, Suite No. 6,C2, 6th Floor, Spencer Building, Chinnar Park, Rajarhat, Kolkata – 700 136, P. S. Rajarhat being represented by its Director Mr. Sandeep Shah (PAN NO. APRPS6509J), son of Santosh Shah, working for gain and/or carrying on business at or from the aforesaid address and duly empowered and authorised on that behalf, hereinafter referred to as the "**SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or assigns) (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the **OTHER PART :**

WHEREAS:

- A. By an Indenture dated 27th August, 2013 and made between the said Amit Kumar Ganguly & Ors. therein described as the Vendors of the One Part and the First Party herein therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore, South 24 Parganas and recorded in Book No. 1, being Deed No. 07097 for the year 2013 the said Amit Kumar Ganguly & Ors. for a valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of the First Party herein of All That the said **FIRST PLOT OF LAND.**
- B. At all material times Ashok Kumar Bhattacharya became seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** land comprised in L. R. Dag No.3142, appertaining to L. R. Khatian No. 1315/1, L. R. Dag No. 3143 appertaining to L. R. Khatian No. 411 measuring 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq. ft. more or less under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal being Holding No. 47, Dr. B. C. Roy Road, P.S. and



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Allpore, South 24 Parganas

27 APR 2018

ADSR Office-Sonarpur, District-24-Parganas South hereinafter for the sake of brevity referred to as the **SECOND PLOT OF LAND** more fully and particularly described and mentioned in the **PART-II** of the **FIRST SCHEDULE** hereunder written.

- C. By an Indenture dated 26th April, 2017 made, executed and registered in the Office of the ARA-I, Kolkata and recorded in the Book NO. I, being Deed No. 190102454 for the year 2017 by and between the said Asok Kumar Bhattacharya and the First Party herein a scheme was formulated concerning or relating to the **SECOND PLOT OF LAND**.
- D. At all material times Sujit Kumar Sen along with Sanat Naskar, Ranjan Dhali and Sib Sankar Mondal were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of **ALL THAT** the land comprised in R.S.Dag No. 3168 appertaining to R. S. Khatian No. 46 to corresponding L.R. Dag No. 3220 appurtenant to L.R. Khatian No. 1642 measuring 15 Cottahas more or less Together With one storied building and/or structure containing a built up area of 1000 Sq.ft. more or less Together Also With the unfettered and unobstructed right of easement for ingress and egress through 20 sq.ft. wide passage from School Road situate and lying at Mouza-Jagatdal, J.L. No. 71, R.S.No. 233 within Ward No. 25 of Rajpur-Sonarpur Municipality being Holding No. 91, 92 and 93, Dr. B. C. Roy Road, P.S. Sonarpur, 24-Parganas South hereinafter for the sake of brevity referred to as the **THIRD PLOT OF LAND** more fully and particularly described and mentioned in the **PART-III** of the **FIRST SCHEDULE** hereunder written.
- E. By an Indenture dated 20th March, 2017, which was made, executed and registered by and between said Sujit Kumar Sen and three others as Owners and the said First Party and registered in the Office of ARA-I, Kolkata and recorded in Book No.I, being Deed No. 190101877 for the year 2017, a scheme was formulated in respect of the said **THIRD PLOT OF LAND**.
- F. At all material times Smt. Rama Chakraborty became seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** land comprised in R. S. Dag No. 3103 appertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahas 14 Chittacks 1 Sq.ft. of "bastu" land out of 26 decimals contained in the said Dag situate and lying at Mouza-Jagatdal Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarpur Municipality, P.O.

Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South hereinafter for the sake of brevity referred to as the **FOURTH PLOT OF LAND** more fully and particularly described and mentioned in the **PART-IV** of the **FIRST SCHEDULE** hereunder written.

- G. By an Indenture dated 3rd November 2013, which was made, executed and registered by and between Smt. Rama Chakraborty and the said First Party and registered in the Office of the ARA-I, Kolkata and recorded in Book No. I, being Deed No. 09044 for the year 2013, a scheme was formulated in respect of the said **FOURTH PLOT OF LAND**.
- H. At all material times one Sanat Kumar Lahiri became seized and possessed of **ALL THAT** piece and parcel of Bastu land situate and lying at Mouza-Jagaddal, P. S. & Sub-Registry office Sonarpur, District- 24 Parganas (South), within Ward No. 25 of Rajpur Sonarpur Municipality and forming part of RS Dag No. 3168 appertaining to RS Khatian No. 468 containing by estimation an area of 3 cottahs 12 chittacks be the same a little more or less and hereinafter for the sake of brevity referred to as the **FIFTH PLOT OF LAND** more fully and particularly described and mentioned in the **PART-V** of the **FIRST SCHEDULE** hereunder written.
- I. By an Indenture dated 21st September, 1991 and registered in the office of the DSR-Alipore, and recorded in Book No. I, being Deed No. 19788 for the year 1981 the said Sanat Kumar Lahiri for valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured his right and interest in the said Fifth Plot of Land unto and in favour of Samita Ganguly.
- J. The said Samita Ganguly continued to hold, possess and enjoy the said Fifth Plot of Land after getting her name duly mutated in the records of the concerned BL & LRO during her life time.
- K. The said Sumita Ganguly who was a spinster died intestate some time in or about 4th October, 2010 leaving behind him surviving her two sisters namely Smt. Namita Ganguly and Smt. Arpita Mitra (Ganguly) and brother Amit Kumar Ganguly as her only legal heirs and heiresses under the Dayabhaga School of Hindu Law who by an intestate succession jointly and in equal 1/3rd share acquired the said Fifth Plot of Land.
- L. By an Indenture dated 21st June, 2013 and registered in the office of DSR-IV, South 24 Parganas and recorded in Book No. I being Deed No.

5261 for the year 2013 the said Amit Kumar Ganguly, Smt. Namita Ganguly and Smt. Arpita Mitra sold, transferred and conveyed All That the said Fifth Plot of Land unto and in favour of the First Party for valuable consideration therein mentioned.

- M. The said Five Plots of Land are adjacent and contiguous to each other and for the sake of convenience the party hereto of the First Part on the basis of a joint declaration filed before the Rajpur Sonarpur Municipality applied for and got the said Five Plots of Land amalgamated as per the certificate of mutation issued by them being dated 28th July, 2017.
- N. The First Party with the intent of constructing building or buildings comprising of self contained flats, apartments and commercial areas including car parking spaces duly applied for and obtained a sanction plan from the Rajpur Sonarpur Municipality being Building Permit No. 1297/CB/25/21, dated 13th January, 2014.
- O. Thereafter the said First Party commenced construction of the building or buildings in terms of the said building sanction plan and completed Block-A and Block-B sanctioned under the said building sanction plan and also transferred and/or executed necessary deeds and/or agreements in favour of intending transferees in respect of several units and car parking spaces together with the rights appurtenant thereto and named the said project as **DNP HEIGHTS**.
- P. Owing to several constrains coupled with the deplorable market condition, the First Party could not in spite of its sincerest efforts complete the project in respect of the other block nor was competent to commence further construction on the balance amalgamated land save the construction effected by the First Party on First Plot of Land.
- Q. The First Party has been looking for some interested person or concern having experience and expertise in construction, completion and/or commercial exploitation of building project so as to jointly proceed to complete the scheme in the beneficial interest of all concerned.
- R. The First Party hath further represented and assured the Second Party that it has a good right and absolute authority to enter into any scheme of association for completion of the project as per the schemes specified hereinabove without in any manner impairing the rights and claims of the

Owners under the said several agreements and/or schemes for development.

- S. On or before entering into this agreement the Second Party has :
- i) Fully satisfied as to the title and/or authority and/or right of the First Party in respect of the aggregate land more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written.
 - ii) The mutation for amalgamation granted by the Rajpur Sonarpur Municipality in the certificate of mutation dated 28th July, 2017 in favour of the First Party.
 - iii) The building plan sanctioned by the Rajpur Sonarpur Municipality for construction of building or buildings comprising of self contained flats and/or apartments in First Plot of Land being Building Permit No. 1297/CB/25/21, dated 13th January, 2014.
 - iv) The obligation for additional sanction **in respect of Block "C" and Block "D" of DNP Heights** applied for on the part of the First Party with the Rajpur Sonarpur Municipality is on the verge of sanction.
 - v) The total remaining built up area together with car parking spaces and roof right comprised therein including the common rights and facilities agreed to be provided to the intending transferees.

The Second Party hath agreed and also assured not to raise any objection of whatsoever or howsoever in nature concerning or relating to the aforesaid scheme.

- T. The Second Party on verification being satisfied has expressed its intention to be associated with the First Party concerning Block C and Block D of DNP Heights on the terms, conditions and stipulations hereinafter appearing.
- U. The parties are now desirous of recording this association for performance of their scheme in writing as hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES hereto as follows :

I. ARTICLE-I DEFINITIONS :

* Unless repugnant to the subject or context the following expressions shall have the meanings assigned to them :

- 1.1. ARCHITECT : shall mean and include **Shelter** appointed by the First Party as the Architect of this project.
- 1.2. SECOND PARTY : shall mean the said Panchmukhi Promoters Pvt. Ltd. and its successor and/or successors in interest.
- 1.3. FIRST PARTY : shall mean the said Starlite Infracon Pvt. Ltd. and its successor and/or successors in interest.
- 1.4. FIRST PARTY'S ALLOCATION : shall mean and include 35% of the built up areas including covered/open car parking spaces Together With the proportionate right and interest in the land underneath the building and other rights and facilities **restricted to Block "C" and Block "D" of DNP Heights**, it shall include the proportionate built up areas to be transferred or handed over to the respective Owners under the schemes referred to hereinabove.
- 1.5. SECOND PARTY'S ALLOCATION : shall mean and include 65% of the remaining built up areas including covered/open car parking spaces Together With the proportionate right and interest in the land underneath the building and other rights and facilities in respect of **Block "C" and Block "D" of DNP Heights**.

II. ARTICLE-II COMMENCEMENT :

- 2.1. This agreement has commenced and/or shall be deemed to have commenced on and with effect from 27th April, 2018 (herein after referred to as the COMMENCING DATE).
- 2.2. Unless otherwise agreed upon between the parties by mutual consent in writing, this agreement shall remain in full force till such time the said project is completed.

III. ARTICLE-III-PREPARATION :

- 3.1. Subject to compliance of the terms and conditions herein contained it has been specifically agreed that the Second Party shall be responsible and would be associated in undertaking the work of construction or completion including marketing of Block "C" and Block "D" of DNP Heights without being required to do, execute or perform any work of construction and completion or renovation or repair in respect of Block "A" and Block "B" of the said project which is on the verge of completion by the First Party.

PROVIDED HOWEVER, the Second Party shall be liable to pay a sum of Rs. 1,00,00,000/- (Rupees One Crore only) to the First Party as and by way of ~~adjustable interest free~~ refundable interest free security deposit.

PROVIDED FURTHER, it is agreed that simultaneously with the execution of this agreement the Second Party shall pay a sum of Rs. 50,00,000/- (Rupees Fifty Lacs only) to the First Party by way of RTGS out of the agreed deposit amount of Rs. 1,00,00,000/- (Rupees One Crore only) and the balance sum of Rs. 50,00,000/- (Rupees Fifty Lacs only) shall be payable by the Second Party simultaneously with the handing over the physical possession of the land on which the Block "C" and Block "D" of DNP Heights is intended to be constructed or completed.

- 3.2. It is further agreed by and between the First Party and the Second Party that the sum of Rs. 1,00,00,000/- as and when paid to the First Party by the Second Party under this agreement towards ~~adjustable interest free~~ refundable interest free security deposit shall become repayable by the First Party to the Second Party subject to satisfactory handing over possession of the First Party's 35% allocation of the built up area in Block "C" and Block "D" of DNP Heights as enumerated in the preceding clauses above Together With completion of the certificate or the project to be issued by the appropriate authorities.

PROVIDED HOWEVER, if the First Party is unable to refund the said sum of Rs. 1,00,00,000/- to the Second Party within 15 days from satisfactory handing over possession of the First Party's allocation of the built up area along with the completion certificate then in such event the Second Party at its discretion be entitled to charge interest @ 12% per annum for the period of delay from the date of expiry of 15 days till payment.

PROVIDED FURTHER in the event the Second Party is unable to complete the project and hand over satisfactory peaceful vacant possession unto

the First Party within the stipulated period of Forty Two months from the date hereof then in such event the First Party shall be entitled to claim damages and/or compensation by way of interest calculated @ 12% per annum for the period of delay from the stipulated period until completion. This provision shall however become applicable subject to force majeure.

- 3.3. It is agreed that all work of construction by the Second Party including managing day to day affairs relating to construction, management, accounts and liaisoning with the various departments shall be effected by the Second Party with the assistance and cooperation of the First Party.

IV. ARTICLE-IV-OBLIGATIONS OF SECOND PARTY:

- 4.1. In as much the Second Party has agreed to participate in the said Developmental Project the Second Party has agreed and/or committed itself :
- i) To pay and contribute all costs, charges and expenses to be incurred henceforth for effecting construction of new building or buildings in the amalgamating land as may be necessary and/or required from time to time for completion of the project in all respect.
 - ii) To maintain a separate account in respect of the construction costs for undertaking the work of construction.
 - iii) To maintain a separate account in respect of the said project.
 - iv) To cooperate and assist the First Party for undertaking completion of the said project.
 - v) To obtain and incur all expenses for all permissions and sanctions as may be required in law or otherwise for obtaining the modified new building plan for the amalgamated land to effectuate construction of the said New blocks of buildings and other parts of the amalgamated premises.
 - vi) The Second Party will not create any financial liability or any other liability of any nature whatsoever and on any account whatsoever on the owners and agree to keep fully indemnified the owners against all losses, claims, demands and damage which may be suffered by the owners on account of any act of omission and/or commission by the First Party in respect of the said premises.
 - vii) The Second Party will observe, fulfill and comply with all the statutory rules and regulations for the time being in force in connection with development of properties in the town of Calcutta including the provisions of the Promoters Act at its own costs,

- charges and expenses and shall keep the owner fully indemnified against all losses, claims, demands and damage which may be suffered by the owner in this respect.
- vii) The Second Party will fulfil, observe and comply with the rules and regulations of the Rajpur Sonarpur Municipality and other concerned authorities for construction of the building and agrees to keep fully indemnified the owner against all losses, claims, demands and damages which may be suffered by the owner on account of violation of any of the said rules and regulations by the Second Party.
 - ix) All marketing activities concerning or relating to this agreement restricted in respect of Block "C" and Block "D" of DNP Heights shall always remain the sole and exclusive obligation of the Second Party.

V. **ARTICLE-V-OBLIGATIONS OF THE FIRST PARTY :**

- 5.1. The First Party has agreed and committed itself :
- i) To ensure that the said Agreement is not breached and not to permit termination and/or determination of the said schemes.
 - ii) To liaison with the Owners for the purpose of giving effect to the said Schemes.
 - iii) To arrange for providing necessary authority to the Second Party for giving effect to fulfill the charges of the Scheme including but not limited to entering into necessary agreement for sale and/or deed of conveyance unto and in favour of the ultimate transferees.
 - iv) Fulfillment of all obligations including commitments made by the First Party with any other party in respect of the allocated share shall be the sole and exclusive obligation of the First Party without any responsibility being cast thereto unto the Second Party on that behalf including any liability arising therefrom and the First Party hereby agree to keep the Second Party saved harmless against any claim or liability arising therefrom.
 - v) If at any time hereafter it transpired that preceding the date of execution of this agreement any legal proceedings is pending concerning any part of the above project then in such event the First Party shall be solely responsible to mitigate the cause of such litigation at its own costs and expenses and shall also indemnify and/or keep indemnified the Second Party against any claim or demand arising out of such litigation concerning any part of the land involved in the above project.



VI. ARTICLE-VI-ACCOUNTS :

- 6.1. The parties have agreed to maintain separate accounts in respect of the said project without in any way taking into consideration the part of the project and construction of Block-C and Block-D without in any way effecting or interfering with the accounts relating to Block-A and Block-B which is almost completed and dealt with by the First Party.
- 6.2. All considerations received and/or receivable from the ultimate transferee shall be appropriated by the respective parties in proportion to their respective allocation arising out of any agreement for sale and/or deed of conveyance.
- 6.3. For the purpose of the said project it is mutually agreed that since the allocable built up areas to be handed over to the original Owners as per the development agreement mentioned hereinabove out of its allocation of 35% of the built up areas and refundable security deposits when received from the Owners shall be appropriated by the First Party exclusively without being required to proportionately distribute any part thereof to the Second Party.

VII. ARTICLE-VII-OBLIGATIONS RELATING TO COMMON AREAS AND FACILITIES :

- 7.1. It is specifically agreed and understood by and between the parties hereto that the First Party shall be solely and exclusively obliged to provide a garden space within the common areas including the driveway for ingress and egress to the said project called DNP Heights and the Second Party would not have any liability or obligation to discharge for construction or completion of such garden space and/or the driveway in limited to Block "A" and B".

WHEREAS construction of the driveway for Block "C" and Block "D" shall be the sole and exclusive obligation of the Second Party.

- 7.2. It shall be the sole and exclusive obligation of the Second Party to construct and complete the SWIMMING POOL for the project at its own costs and expenses without any obligation of sharing the cost by the First Party on any account whatsoever.
- 7.3. It is further settled and agreed by and between the parties hereto that any one of the First Party or the Second Party shall be solely and exclusively responsible for constructing and completing the CLUB HOUSE

and/or MULTI-GYM to be provided in the project. In the event, the First Party constructs and completes the CLUB HOUSE the Second Party shall be responsible for construction and completion of the MULTI-GYM or vice-versa.

- 7.4. After completion of the project the First Party and the Second Party would appoint one agency for the purpose of providing necessary maintenance and facility services on such terms as may be mutually settled and agreed between the Second Party and the First Party with the said agency.

VIII. ARTICLE-VIII-DISTRIBUTION :

- 8.1. Upon completion of the project relating to Second to Fifth Plots of Land mentioned hereinabove and the total built up area that would be available for sale and/or transfer as per the modified new building plan for the amalgamated land to effectuate construction of the said New blocks of buildings and other parts of the amalgamated premises shall be apportioned between the First Party and the Second Party in the ratio 35 : 65 save as above the First Party shall not be liable for payment of any other amount under this agreement.
- 8.2. Immediately after the modified building plan is sanctioned by the concerned authority that parties hereto shall proceed to identify their respective allocation as per the modified sanctioned plan on a copy thereof duly countersigned by them for future reference.

IX. ARTICLE-IX-SALE AND TRANSFER :

- 9.1. All agreements and/or deeds concerning sale or transfer of the newly constructed built up area whether in the First Party's allocation or in the Second Party's Allocation shall be made and signed by one with the concurrence and confirmation of the other as Confirming Party.
- 9.2. All considerations receivable in respect of the First Party's allocation either by way of agreement for sale or deed of conveyance shall be exclusively appropriated by the First Party.
- 9.3. All considerations receivable in respect of the Second Party's allocation either by way of agreement for sale or deed of conveyance shall be exclusively appropriated by the Second Party.
- 9.4. The agreement for sale to be entered into with the intending purchasers in respect of the various flats/units/apartments and car parking spaces

forming the First Party's allocation shall be entered into by the First Party as the seller and intending purchaser and the Second Party shall be a confirming party to the said agreement.

- 9.5. The agreement for sale to be entered into with the intending purchasers in respect of the various flats/units/apartments and car parking spaces forming the Second Party's allocation shall be entered into by the Second Party as the seller and intending purchaser and the First Party shall be a confirming party to the said agreement.

X. **ARTICLE-X-SANCTION AND PERMISSION**

- 10.1. Immediately after the execution of this agreement the Second Party shall have to take steps and is hereby authorized to obtain sanction of the building plan in respect of the amalgamated land being Block-C and Block-D as also all other connected permissions and approval as would be required in the name of the respective owners and/or the First Party as the case may be and all costs, charges and expenses in the said account shall be paid and borne by the Second Party.

XI. **ARTICLE-XI-TITLE DEEDS :**

- 11.1. All original title deeds and documents including agreements, power of attorney, deed of conveyance, building sanction and the other related permissions and/or sanctions shall be kept with M/s. T. C. Ray & Co., Solicitors & Advocates, No. 6, Old Post Office Street, Kolkata.
- 11.2. M/s. T. C. Ray & Co. shall allow inspection of the said original documents to the Second Party and shall also allow to make extracts therefrom as may be required from time to time.

XII. **ARTICLE-XII-GENERAL :**

- 12.1. This agreement is between principal to principal and nothing contained herein shall be deemed to be a partnership between the parties.
- 12.2. The parties unequivocally agree and ensure that all documents including agreement for sale and/or deed of conveyance and other relative papers when required to be signed by the First Party shall be binding and effective only when it has been consented to by or on behalf of the

Second Party in writing on that behalf. In default whereof any act or omission done by the First Party without such written consent shall not be binding and effective on the Second Party.

PROVIDED, HOWEVER, this provision shall be restricted only in respect of the development project to be implemented concerning block "C" and "D" only.

12.3. After completion of the project by execution and registration of the relative deed or deeds of conveyance in favour of the Flat Purchasers and/or delivery of respective possession thereof necessary steps for effecting mutation of the names of the respective Flat purchasers in the records of the concerned Municipality shall be done and/or performed by the First Party and all payments by the flat purchasers on account of such mutation shall be made over to the First Party for such purpose.

It is made clear that the amounts that would be collected by the Second Party on account of such mutation and/or proportionate share of municipal rates and taxes from the transferees and/or purchasers of the built up areas in its allocation if and when collected by the Second Party shall be made over to the First Party for effecting such mutation and payments as aforesaid.

12.4. All costs, charges and expenses including deposits that are to be paid by the Purchasers and/or transferees of the said project on account of installation of transformer shall be paid to the First Party who shall be solely responsible for such installation.

It is further made clear that the amounts so collected by the Second Party from its transferees concerning its allocation shall also be made over by the Second Party unto the First Party specifically for installation of such transformer.

12.5. It is specifically agreed by and between the parties hereto that in implementing this scheme of development under this agreement shall be so executed and/or implemented by the respective parties in strict compliance with the provisions and/or directives contained under the West Bengal Housing Industry Regulation Act, 2017 (hereinafter referred to as "WBHIRA") as framed including any amendment or modification thereto. The parties hereto further agreed that they would abide by the rules and/or directions issued by the CREDAI in implementation of the

scheme of development formulated herein including redressal of disputes, if any, arising therefrom or in connection with any act or omission including interpretation of this agreement inasmuch as the First Party hereto is a member of CREDAI Bengal and bound by the rules and regulations framed and/or directions issued by the said authority from time to time.

12.7 It is mutually settled and decided that all papers, documents including Flex-Boards and other advertising promotion and marketing materials concerning or relating to the project restricted to Block "C" and Block "D" of DNP Heights shall specifically mention the name of the First Party and the Second Party demonstrating thereby that the entire project is being developed jointly by the First Party and the Second Party.

FURTHER the parties also agree to share the cost of such advertisement and marketing in proportion to their share of allocation and payment of such cost is to be paid directly by the by the parties in proportionate to their share of allocation.

12.8 All statutory duties, impositions and taxes, as applicable arising out of this agreement and concerning the project in so far as Block "C" and Block "D" of DNP Heights are concerned shall be the liability and/or obligation, as the case maybe of the parties hereto in proportion to their respective share of allocation of 35:65 respectively.

12.9 It is specifically agreed by and between the parties hereto that in the event any of the parties is unable to fulfil and/or discharge any of the obligations herein contained then the other party shall be eligible at it's option to give notice thereof upon the party in default giving them Ninety Days period to comply with the said obligations including any grace as may be mutually agreed and if in spite of such opportunity having being granted by the said notice, the party in default fails and/or neglects to comply with the said obligations within the notice period including any extension thereof, then the party giving notice may at it's sole discretion determine and/or rescind this agreement and call upon the party in default to compensate the amount so far incurred in case of Second Party and/or damages sustained in case of the First Party as the case maybe, limited to Block "C" and Block "D" of DNP Heights.

XIII. ARTICLE-XIII-DOCUMENTATION :

13.1. All documents concerning relating to or arising out of this agreement shall be continued to be prepared and drafted by **M/s. T. C. Ray & Co., Solicitors & Advocates**, the Advocates appointed by the First Party for the project.

13.2. The fees and charges payable to the said Advocates & Solicitors restricted to Block "C" and Block "D" of the project shall be payable by the Second Party and the particulars thereof shall be mutually agreed and decided between the Second Party and the Advocates taking into the consideration the fees so long being paid by the First Party in respect of Block "A" and Block "B".

XIV. ARTICLE-XIV-ARBITRATION :

14.1. All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained and touching these presents or determination of any liability shall be referred to the sole arbitration of Mr. Siddhartha Chatterjee, Advocate and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996.

14.2. The Arbitrator shall have summary power.

14.3. The Arbitrator shall have power to give interim award and/or directions.

XV. ARTICLE-XV-JURISDICTION :

15.1. Courts at Alipore alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

FIRST SCHEDULE ABOVE REFEREED TO :**(PART-I)**

ALL THAT pieces and parcels of land containing by estimation an area of 2 Bighas 4 chittacks equivalent to 67 Decimals be the same a little more or less situate and lying at Mouza-Jagatdal, P.S. & ADSR- Sonarpur and comprised in R.S. Dag Nos. 3102, 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 together with building or structures standing thereon and/or part thereof within Ward No. 25 of Rajpur Sonarpur Municipality, District- 24, Parganas (South).

FIRST SCHEDULE ABOVE REFEREED TO :**(PART-II)**

ALL THAT land comprised in L. R. Dag No.3142 appertaining to L. R. Khatian No. 1315/1, L. R. Dag No. 3143 appertaining to L. R. Khatian No. 411 measuring 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq. ft. more or less under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal being Holding No. 47, Dr. B. C. Roy Road, P.S. and ADSR Office-Sonarpur, District-24-Parganas South.

FIRST SCHEDULE ABOVE REFEREED TO :**(PART-III)**

ALL THAT the land comprised in R.S.Dag No. 3168 appertaining to R. S. Khatian No. 46 to corresponding L.R. Dag No. 3220 appurtenant to L.R. Khatian No. 1642 measuring 15 Cottahas more or less Together With one storied building and/or structure containing a built up area of 1000 Sq. ft. more or less Together Also With the unfettered and unobstructed right of easement for ingress and egress through 20 sq.ft. wide passage from School Road situate and lying at Mouza-Jagatdal, J.L. No. 71, R.S.No. 233 within Ward No. 25 of Rajpur-Sonarpur Municipality being Holding No. 91, 92 and 93, Dr. B. C. Roy Road, P.S. Sonarpur, 24-Parganas South.

FIRST SCHEDULE ABOVE REFEREED TO :

FIRST SCHEDULE ABOVE REFEREED TO :
(PART-IV)

ALL THAT land comprised in R. S. Dag No. 3103 appertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahas 14 Chittacks 1 Sq.ft. of " bastu" land out of 26 decimals contained in the said Dag situate and lying at Mouza-Jagatdal Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South.

FIRST SCHEDULE ABOVE REFEREED TO :
(PART-V)

ALL THAT piece and parcel of Bastu land situate and lying at Mouza-Jagaddal, P. S. & Sub-Registry office Sonarpur, District- 24 Parganas (South), within Ward No. 25 of Rajpur Sonarpur Municipality and forming part of RS Dag No. 3168 appertaining to RS Khatian No. 468 containing by estimation an area of 3 cottahs 12 chittacks be the same a little more or less.

SECOND SCHEDULE ABOVE REFEREED TO :

ALL THAT land comprised in L. R. Dag No.3142 appertaining to L. R. Khatian No. 1315/1, measuring 13 cottahs 3 chittacks and 31 sq. ft. more or less **And** L. R. Dag No. 3143 appertaining to L. R. Khatian No. 411 measuring 10 Cottahs more or less under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal being Holding No. 47, Dr. B. C. Roy Road, P.S. and ADSR Office-Sonarpur, District-24-Parganas South **And** the land comprised in R.S.Dag No. 3168 appertaining to R. S. Khatian No. 46 to corresponding L.R. Dag No. 3220 appurtenant to L.R. Khatian No. 1642 measuring 15 Cottahas more or less Together With one storied building and/or structure containing a built up area of 1000 Sq. ft. more or less

Together Also With the unfettered and unobstructed right of easement for ingress and egress through 20 sq.ft. wide passage from School Road situate and lying at Mouza-Jagatdal, J.L. No. 71, R.S.No. 233 within Ward No. 25 of Rajpur-Sonarpur Municipality being Holding No. 91, 92 and 93, Dr. B. C. Roy Road, P.S. Sonarpur, 24-Parganas South **And ALL THAT** land comprised in R. S. Dag No. 3103 ¹²⁻³²⁻²⁰ ~~3160~~ pertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahs 14 Chittacks 1 Sq. ft. of "bastu" land out of 26 decimais contained in the said Dag situate and lying at Mouza-Jagatdal Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South **And ALL THAT** piece and parcel of Bastu land situate and lying at Mouza-Jagatdal, P. S. & Sub-Registry office Sonarpur, District- 24 Parganas (South), within Ward No. 25 of Rajpur Sonarpur Municipality and forming part of RS Dag No. 3168 ¹²⁻³²⁻²⁰ pertaining to RS Khatian No. 468 containing by estimation an area of 3 cottahs 12 chittacks be the same a little more or less thus aggregating a total land measuring 47 cottahs 13 chittacks and 32 sq. ft. more or less.

- 12-32-20

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the 9th day of April, 2018

SIGNED SEALED AND DELIVERED by **STARLITE INFRACON PVT.LTD.**
The FIRST PARTY at Kolkata in the presence of :

Moulan
Director

[Signature]
Adv, High Court
Kolkata

[Signature]
8/2, U.S. Roy Rd. Col-1

SIGNED SEALED AND DELIVERED by the
SECOND PARTY at Kolkata in the presence of :























For Panchmukhi Promoters Private Limited

[Signature]
Director

[Signature]
Adv, High Court
Kolkata

Drafted by
[Signature]
D/1182/14

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Morse</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<i>Andrup ped</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-022987545-1

Payment Mode Online Payment

GRN Date: 28/04/2018 18:02:05

Bank: IDBI Bank

BRN: 164170578

BRN Date: 28/04/2018 18:05:52

3827/11

DEPOSITOR'S DETAILS

Name :

PANCHMUKHI PROMOTERS PRIVATE LIMITED

Contact No. :

Mobile No. : +91 9123397902

E-mail :

Address :

SUITE NO6C26TH FLOOR RAJATHAT KOL136

Applicant Name :

Mr T C Roy And Co

Office Name :

Office Address :

Status of Depositor :

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 5

Id No. : 16041000122084/5/2018

[Query No./Query Year]

PAYMENT DETAILS

Sr. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	16041000122084/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	16041000122084/5/2018	Property Registration- Registration Fees	0030-03-104-001-16	100053
Total				170074








In Words : Rupees One Lakh Seventy Thousand Seventy Four only



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16041000122084/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr MUDIT PODDAR 116/1/1 M G RD, P.O.- BURRABAZAR, P.S.- Jorasanko, Kolkata, District-Kolkata, West Bengal, India, PIN - 700007	Represent ative of Land Lord [STARLIT E INFRACO N PVT LTD]			 27.04.18
2	Mr SANDEEP SHAH 6, C2 6TH, CHINNAR PARK, P.O.- RAJARHAT, P.S.- Rajarhat, Kolkata, District-North 24- Parganas, West Bengal, India, PIN - 700136	Represent ative of Developer [PANCHM UKHI PROMOT ERS PVT LTD]			 27/4/18
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr SOUMITRA CHANDA Son of Mr S C CHANDA 8/2 K S RAY RD, P.O.- G P O, P.S.- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001	Mr MUDIT PODDAR, Mr SANDEEP SHAH		 27/04/18	

(Pradipta Kishore Guha)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS

South 24-Parganas, West
Bengal





Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1604-1000122084/2018	Office where deed will be registered
Query Date	27/04/2018 1:22:28 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24 -Parganas
Applicant Name, Address & Other Details	T C Roy And Co Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830696813, Status :Solicitor firm	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]	
Set Forth value	Market Value	
Rs. 6/-	Rs. 4,45,73,986/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 75,021/- (Article:48(g))	Rs. 1,00,053/- (Article:E, E, B, M(b), H)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 5,000/-
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)	

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dr. B. C. Roy road, Mouza: Jagaddal

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3142	LR-1315/1	Bastu	Bastu	13 Katha 3 Chatak 31 Sq Ft	1/-	1,23,22,947/-	Property is on Road Adjacent to Metal Road,
L2	LR-3143	LR-111	Bastu	Bastu	10 Katha	1/-	93,14,006/-	Property is on Road Adjacent to Metal Road,
L3	LR-3220	LR-1642	Bastu	Bastu	10 Katha	1/-	93,14,006/-	Property is on Road Adjacent to Metal Road,
L4	LR-3220	LR-1642	Bastu	Bastu	5 Katha	1/-	46,57,003/-	Property is on Road Adjacent to Metal Road,
L5	LR-3142	LR-666	Bastu	Bastu	5 Katha 14 Chatak 1 Sq Ft	1/-	54,73,272/-	Property is on Road Adjacent to Metal Road,



Query No: 1604-1-000122084 of 2018

L6	LR-3220	LR-468	Bastu	Bastu	3 Katha 12 Chatak	1/-	34,92,752/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			78.964Dec	6 /-	445,73,988 /-	
		Grand Total :			78.964Dec	6 /-	445,73,988 /-	

Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	STARLITE INFRACON PVT LTD 116/1/1 M G RD, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700107 , PAN No.: AASCS5486D, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Developer Details :

Sl No	Name & address	Status	Execution Admission Details :
1	PANCHMUKHI PROMOTERS PVT LTD 6, C2, 6TH FLOOR CHINAR PARK, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700138 , PAN No.: AADCP9637E, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr MUDIT PODDAR Son of Mr MANOJ KUMAR PODDAR 116/1/1 M G RD, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: AEKPP0088D	STARLITE INFRACON PVT LTD (as DIRECTOR CUM PRINCIPAL OFFICER)
2	Mr SANDEEP SHAH Son of Mr SANTOSH SHAH, C2 6TH, CHINNAR PARK, P.O:- RAJARHAT, P.S:- Rajarhat, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: APRPS6509J	PANCHMUKHI PROMOTERS PVT LTD (as DIRECTOR)

Identifier Details :

Name & address
Mr SOUMITRA CHANDA Son of Mr S C CHANDA 8/2 K S RAY RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of India, , Identifier Of Mr MUDIT PODDAR, Mr SANDEEP SHAH
N



Query No: 1804-1-000122084 of 2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	STARLITE INFRACON PVT LTD	PANCHMUKHI PROMOTERS PVT LTD-16.8804 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	STARLITE INFRACON PVT LTD	PANCHMUKHI PROMOTERS PVT LTD-21.45 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	STARLITE INFRACON PVT LTD	PANCHMUKHI PROMOTERS PVT LTD-16.5 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	STARLITE INFRACON PVT LTD	PANCHMUKHI PROMOTERS PVT LTD-8.25 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	STARLITE INFRACON PVT LTD	PANCHMUKHI PROMOTERS PVT LTD-9.69604 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	STARLITE INFRACON PVT LTD	PANCHMUKHI PROMOTERS PVT LTD-6.1875 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dr. B. C. Roy road, Mouza: Jagaddal

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 3142(Corresponding RS Plot No:- 3105), LR Khatian No:- 1315/1	Owner:শ্রী রাজবল্লভ শিব ঠাকুরের, Address:নিজ, Classification:ভোবা, Area:0.14000000 Acre, Under Mutation
L2	LR Plot No:- 3143(Corresponding RS Plot No:- 3106), LR Khatian No:- 111	
L3	LR Plot No:- 3220(Corresponding RS Plot No:- 3168), LR Khatian No:- 1642	Owner:সুনীতা গাঙ্গুলী, Gurdian:জ্যোতিষ চন্দর, Address:নিজ, Classification:বাড়, Area:0.31000000 Acre, Under Mutation

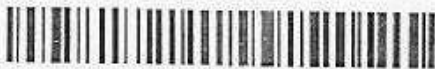


Query No: 1604-1-009122084 of 2018

L4	LR Plot No:- 3220(Corresponding RS Plot No:- 3168), LR Khatian No:- 1642	Owner:সুমিতা গঙ্গুলী, Gurdian:জ্যোতিষ চন্দর, Address:বিজ, Classification:বারড, Area:0.31000000 Acre, Under Mutation
L5	LR Plot No:- 3142(Corresponding RS Plot No:- 3105), LR Khatian No:- 666	
L6	LR Plot No:- 3220(Corresponding RS Plot No:- 3168), LR Khatian No:- 468	

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 27/05/2018) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 10/06/2018) for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required.
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



Query No: 1604-1-000122064 of 2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2018, Page from 109361 to 109395

being No 160403827 for the year 2018.



Digitally signed by PRADIPTA KISHORE
GUHA
Date: 2018.06.15 15:52:33 +05:30
Reason: Digital Signing of Deed.

Pradipta

(Pradipta Kishore Guha) 15-06-2018 15:52:29

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

West Bengal.



(This document is digitally signed.)

20
DATED THE DAY OF APRIL 2018

BETWEEN

STARLITE INFRACON PVT. LTD.

FIRST PARTY

AND

PANCHIMUKHI PROMOTERS PVT. LTD.

SECOND PARTY

SUPPLEMENTARY AGREEMENT

T. C. RAY & CO.
Solicitors & Advocates
6, Old Post Office Street,
Kolkata- 700 001.